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JOHNSON and MICHICA, INC.

6
7 UNITED STATES DISTRICT COURT
8 DISTRICT OF NEVADA

9 WILLIAM R. HANSON, a Texas resident,

Case No.: 2:10-cv-01649-GMN-LRL

10 Plaintiff,

11 vs.

12 MICHAEL JOHNSON, a Florida resident,
DREAM MAKER LLC, a Florida entity *doing*
13 *business as* DREAM MAKER SPAS; DOES I-
XL; and ROE CORPORATIONS XI-XX,

14 Defendants.

ORDER

15 MANDALAY CORP., a Nevada corporation,
16 dba MANDALAY BAY HOTEL & CASINO,

17 Cross-Claimant,

18 vs.

19 MICHAEL JOHNSON, a Florida resident,
DREAM MAKER LLC, a Florida limited
20 Liability company, dba DREAM MAKER
SPAS; MICHICA, INC., a Florida corporation;
21 LEISURE BAY INDUSTRIES, INC., a Florida
Corporation; LEISURE BAY
22 MANUFACTURING, INC., a Florida
Corporation; DOES I-XL; and ROE
23 CORPORATIONS XI-XX,

24 Cross-Defendants.

MICHAEL JOHNSON,
Cross-Claimant,
vs.
DREAM MAKER LLC d/b/a DREAM
MAKER SPAS, inclusive,
Cross-Defendant

INTRODUCTION

Previously before the Court and ruled upon as GRANTED were the following:

1. Motion for Good Faith Settlement by Defendant Michael Johnson (ECF No. 52);
2. Motion for Good Faith Settlement by Defendant Michica, Inc. (ECF No. 53);
3. Conditional Opposition 62 to Defendants Michael Johnson and Michica, Inc.'s Motions for Good Faith Settlement and Countermotion for Good Faith Settlement.

PROCEDURAL BACKGROUND

This case arises out of an altercation that occurred between two parties at a Mandalay Bay Hotel and Casino club, Eye Candy, in Las Vegas Nevada. Plaintiff Hanson, and Defendant Johnson, were both attendees at the National Pool and Spa Convention as representatives of competing companies. Hanson brought suit against Johnson and Dream Maker LLC d/b/a Dream Maker Spas ("Dream Maker"), alleging (1) Assault; (2) battery; (3) intentional infliction of emotional distress; (4) negligence; (5) negligent infliction of emotional distress; (6) respondeat superior; (7) negligent hiring; (8) negligent supervision; (9) negligent training; (10) negligent retention; (11) intentional interference with prospective economic advantage; (12) lost income/wages/earning capacity; and (13) punitive damages.

Dream Maker filed a Motion to Dismiss Hanson's Complaint (ECF No. 7) and further moved to dismiss the Cross-claim filed by Johnson (ECF No. 18), which sought (1) implied/equitable indemnity; (2) contractual indemnity; and (3) contribution.

Hanson subsequently filed a Motion to Amend/Correct Complaint seeking to clarify some of the existing allegations and identify additional parties. (ECF No. 27) Dream Maker

1 filed a Response (ECF No. 28), and Plaintiff filed a Reply (ECF No. 29). Hanson's Motion to
2 Amend was Granted. Dream Maker's Motion to Dismiss was denied as moot.

3 As to Dream Maker's Motion to Dismiss Defendant Johnson's Cross-Claim (ECF No.
4 18), this Court dismissed with prejudice Johnson's first cross-claim for equitable indemnity;
5 upheld the Johnson's second cross-claim for contractual indemnity; and upheld Johnson's third
6 cross-claim for contribution ruling that, to the extent Johnson and Dream Maker are found jointly
7 and severally liable to Hanson for the unintentional torts, Johnson can seek contribution from
8 Dream Maker, but that Johnson cannot seek contribution from Dream Maker for any of the
9 intentional torts.

10 Hanson resolved his claims against Johnson and his insurer, State Farm Insurance
11 Company on November 27, 2011, as evidenced by the Release of All Claims and Agreement to
12 Indemnify, Defend, and Hold Harmless (the "Johnson Release"), attached as Exhibit B to the
13 Addendum to Motion for Good Faith Settlement (ECF No. 58). The Johnson Release
14 specifically stated that it did not affect Hanson's right to pursue claims against Dream Maker,
15 Leisure Bay Industries, Inc., Michica, Inc., and Mandalay Corp.

16 Hanson resolved his claims against Michica, Inc. on November 27, 2011, as evidence by
17 the Release of All Claims and Agreement to Indemnify, Defend, and Hold Harmless (the
18 "Michica Release"), attached as Exhibit A to the Addendum to Motion for Good Faith
19 Settlement (ECF No. 58). The Michica Release, likewise, did not affect Hanson's right to pursue
20 claims against Dream Maker, Leisure Bay Industries, Inc., and Mandalay Corp.

21 Hanson resolved his claims against Mandalay Corp. on April 29, 2012, as evidenced by
22 the Release of All Claims and Confidential Settlement Agreement, (the "Mandalay Release")
23 attached hereto as Exhibit 1.

24 In Summary, Hanson's claims against Johnson have been resolved and released.
25 Hanson's claims against Michica have been resolved and released. Hanson's claims against
26 Mandalay Bay have been resolved and released released. Hanson reserves his right to pursue
27 claims against Dream Maker.
28

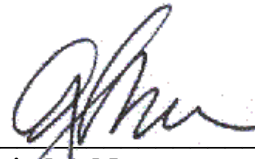
CONCLUSION AND ORDER

IT IS HEREBY ORDERED that Hanson's claims against Johnson are hereby dismissed; and it is

FUTHER ORDERED that Hanson's claims against Michica, Inc., are hereby dismissed; and it is

FURTHER ORDERED that Hanson's claims against Mandalay Bay are hereby dismissed.

IT IS SO ORDERED this 4th day of June, 2012.




Gloria M. Navarro
United States District Judge

Respectfully submitted by:

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By:



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